1 2	LOUIS A. LEONE, ESQ. (SBN: 099874) CLAUDIA LEED, ESQ. (SBN: 122676) STUBBS & LEONE	
3	A Professional Corporation 2175 N. California Blvd., Suite 900	
4	Walnut Creek, CA 94596 Telephone: (925) 974-8600	
5	Facsimile: (925) 974-8601 E-mail <u>leonel@stubbsleone.com</u> <u>leedc@stubbsleone.com</u>	
6		
7	Attorneys for Defendants DIXIE SCHOOL DIS' THOMAS J. LOHWASSER, PATRICIA F. ELI and GREG JOHNSON	
8	TRENTON H. NORRIS (SBN: 164781)	
9	ZACHARY B. ALLEN (SBN: 260694)  ARNOLD & PORTER LLP	
10	Three Embarcadero Center, 10th Floor San Francisco, California 94111	
11	Telephone: (415) 471-3100 Facsimile: (415) 471-3400	
12	E-mail: <u>Trent.Norris@aporter.com</u> Zachary.Allen@aporter.com	
13	<del></del>	
14	Attorneys for Plaintiff C.K.B., BY AND THROUGH HER NEXT FRIENDS, R.T.B. AND C.L.B.	
15	UNITED STATES	S DISTRICT COURT
16	NORTHERN DISTRICT OF CALIFORNIA	
17	NORTHERN DISTR	CI OF CALIFORNIA
18	C.K.B., (a minor) by and through her next friends, R.T.B. (father) and C.L.B. (mother)	Case No. CV 12-2556 RS
19	Plaintiff,	STIPULATION AND [PROPOSED] ORDER FOR DISMISSAL WITH
20	,	PREHIDICE
20	vs.	PREJUDICE
21		PREJUDICE
	vs.	PREJUDICE
21	vs. DIXIE SCHOOL DISTRICT, et al.	PREJUDICE
21 22	vs. DIXIE SCHOOL DISTRICT, et al.	PREJUDICE
21 22 23	vs. DIXIE SCHOOL DISTRICT, et al.	PREJUDICE
21 22 23 24	vs. DIXIE SCHOOL DISTRICT, et al.	PREJUDICE
21 22 23 24 25	vs. DIXIE SCHOOL DISTRICT, et al.	PREJUDICE
21 22 23 24 25 26	vs. DIXIE SCHOOL DISTRICT, et al.	PREJUDICE

## 

1	The parties to the above-captioned litigation hereby stipulate by and through their	
2	undersigned counsel of record as follows:	
3	WHEREAS, this case settled on February 26, 2013, and the parties' settlement agreement	
4	was placed on the record in proceedings before Magistrate Judge Donna M. Ryu.	
5	WHEREAS, the individual defendants were dismissed on March 29, 2013.	
6	WHEREAS, the parties have executed a settlement agreement and release of all claims fully	
7	documenting the terms of their settlement.	
8	WHEREAS, the Court approved Plaintiff's petition for a minor's compromise, pursuant to	
9	the settlement agreement and release of all claims.	
10	WHEREAS, Plaintiff, by and through her next friends, R.T.B and C.L.B., agreed to stipulate	
11	to dismissal of all remaining claims in this action with prejudice within four business days after	
12	receipt of the settlement payment from Defendant DIXIE SCHOOL DISTRICT pursuant to the	
13	settlement agreement.	
14	WHEREAS, such settlement payment has been received by Plaintiff, by and through her	
15	next friends, R.T.B. and C.L.B.	
16	IT IS STIPULATED by and between the parties to the above captioned litigation, by and	
17	through their undersigned counsel of record, that this action be dismissed with prejudice, and that	
18	each party shall bear their own fees and costs.	
19	IT IS SO STIPULATED.	
20	Dated: June 25, 2013 STUBBS & LEONE	
21	By:	
22	CLAUDIA LEED, ESQ. Attorneys for Defendants DIXIE SCHOOL	
23	DISTRICT, THOMAS J. LOHWASSER,	
24	PATRICIA F. ELLIOT and GREG JOHNSON	
25	Dated: June 25, 2013 ARNOLD & PORTER LLP	
26	By:/S/	
27	TRENTON H. NORRIS, ESQ. Attorneys for Plaintiff C.K.B., BY AND	
28	THROUGH HER NEXT FRIENDS, R.T.B AND C.L.B.	
	- 1 -	

## Case 3:12-cv-02556-RS Document 55 Filed 06/26/13 Page 3 of 3

[PROPOSED] ORDER Pursuant to the Stipulation of the Parties, the above captioned action is dismissed with prejudice. Each party shall bear their own fees and costs. IT IS SO ORDERED. Dated: 6/26/13 THE HONORABLE RICHARD SEEBORG UNITED STATES DISTRICT COURT